

**TECHNICAL SERVICE AGREEMENT NO. \_\_\_\_\_**

\_\_\_\_\_ (herein referred as "Recipient") and the University of Chicago, as operator of Argonne National Laboratory, (herein called "Argonne") acting under Prime Contract No. W-31-109-ENG-38 with the U.S. Government, represented by the U.S. Department of Energy, hereby agree as follows:

1. Argonne agrees to transfer to Recipient certain talc product designated as Nanoclay EP (the "Material") in the amount set forth below. The minimum order is 10 pounds of Material.

\_\_ pounds of the Material at \$\_\_ per pound.

2. Recipient agrees to pay in advance to Argonne the sum of \$\_\_\_\_. This amount includes delivery of material to a designated address in the continental United States, sent by regular UPS delivery.
3. The Material is provided to Recipient for research purposes only. Recipient shall not transfer any Material to a third party and will not use any Material for commercial purposes, unless written permission is obtained from Argonne. Recipient agrees not to reverse engineer or analyze any Material conveyed hereunder for composition, or to permit others to do so. Upon completion of the research that involves the Material, the Material and any compositions including the Material, shall be destroyed or disposed of in accordance with applicable regulations and statutes.
4. Neither transfer of the Material hereunder nor anything in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, or designation of The University of Chicago, Argonne, the U.S. Department of Energy, or the U.S. Government, or any of their employees or officers, and any contraction, abbreviation, or simulation of any of the foregoing.
5. Recipient agrees that it shall submit to Argonne for review any written material describing research that involves the Material at least 30 days prior to submission for publication, or 15 days prior to a proposed oral disclosure. At least 5 days prior to such submission or disclosure, Argonne may provide written notice to Recipient of any comments thereon and Recipient shall consider such comments of Argonne. Should Recipient not incorporate the suggestions and meet the objections of Argonne, Recipient agrees not to mention Argonne's name or make reference to Argonne in such publication or disclosure.
6. **DISCLAIMER. THIS MATERIAL IS EXPERIMENTAL IN NATURE, AND THE U.S. GOVERNMENT AND ARGONNE MAKE NO EXPRESS OR IMPLIED**

WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MATERIALS CONVEYED HEREUNDER; THAT THE MATERIAL FURNISHED HEREUNDER WILL ACCOMPLISH INTENDED RESULTS OR IS SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY-OWNED RIGHTS OF OTHERS. NEITHER THE U.S. GOVERNMENT NOR ARGONNE SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED UNDER THIS AGREEMENT.

7. General Indemnity. Neither Argonne nor the U.S. Department of Energy, nor persons acting on their behalf, will be responsible for any injury to or death of persons or other living things or damages to or destruction of property or any other loss, damage or injury of any kind whatsoever resulting from the furnishing of the Material or its use by Recipient. Recipient agrees to indemnify and hold harmless the U.S. Government, the U.S. Department of Energy, Argonne, and persons acting on their behalf from all liability, including costs and expenses incurred, to any person, including Recipient, for injury to or death of persons or other living things or injury to or destruction of property arising out of the use of the Material supplied hereunder.
8. Each Party is responsible for its own compliance with laws and regulations governing export control.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

FOR THE UNIVERSITY OF CHICAGO  
(As Operator of ARGONNE NATIONAL LABORATORY):

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

FOR SPONSOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_